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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

JWAL SHELAT, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

KAIZENCURE LLC, d/b/a CRAFTORIA,

Defendant.

Case No. 3:24-cv- 04696-AMO

**DECLARATION OF VICTORIA X. ZHOU
IN SUPPORT OF OPPOSITION TO
DEFENDANT'S MOTION TO DISMISS**

Hon. Araceli Martinez-Olguin

DECLARATION OF VICTORIA X. ZHOU

I, Victoria X. Zhou, hereby declare as follows:

1. I am an associate at Bursor & Fisher, P.A., and am a member of the bars of the State of New York and the United States District Courts for the Southern and Eastern Districts of New York, as well as the Eastern District of Michigan. I am admitted *pro hac vice* in this Court. I have personal knowledge of the matters set forth in this Declaration, and if called as a witness, I could and would testify competently to those matters.

2. I make this Declaration in support of Plaintiff's Opposition to Defendant's Motion to Dismiss (the "MTD Opposition").

3. On or about May 13, 2024, Plaintiff served a demand letter on Defendant Kaizencure LLC. Prior to serving the demand letter, Plaintiff's counsel underwent an investigation into Defendant and the craftoria.com website ("Website") to determine the proper entity to bring suit against. At the time, the Website made no mention of any entity besides Craftoria, whether in its Privacy Policy, Terms of Service, or contact information.

4. However, Craftoria's Facebook page states that Defendant Kaizencure LLC is "responsible for" the Craftoria Facebook page. Attached as **Exhibit 1** is a true and correct copy of the Craftoria Facebook page. This was true at the time Defendant filed its Motion to Dismiss.

5. This means that Defendant is the "Confirmed Page Owner" of the Craftoria Facebook page.¹ According to Facebook, a "Confirmed Page Owner is a business or organization that has completed Facebook's business verification process and claimed ownership of the Page."² To "assign a Business Manager as a Page Owner, you'll need to be both an admin of the Business Manager and have Facebook access with full control of a Page."³

¹ https://www.facebook.com/help/323314944866264/?helpref=related_articles.

² *Id.*

³ <https://www.facebook.com/help/1843115515813561/>; see also <https://www.facebook.com/help/337881706729661> (explaining that a Facebook Page is a place on Facebook where organizations "can connect with [and provide updates to] their fans or customers").

6. As the Confirmed Page Owner, Defendant regularly ran advertisements on Facebook to promote the paint-by-numbers kits at issue (the “Products”).

7. After Plaintiff served its demand letter on Defendant, Plaintiff received no response. Accordingly, on August 2, 2024, Plaintiff filed the operative complaint in the United States District Court for the Northern District of California. *See* ECF No. 1. At the time of filing, the Craftoria Facebook account still stated that Defendant was “responsible” for the page as the Confirmed Page Owner, and nothing on the Website indicated otherwise.

8. On or about August 28, 2024, the same day that Defendant filed its Answer, Defendant amended the Website's Terms of Service to include a new entity, Golden Gains, LLC. Attached as **Exhibit 2** is a true and correct copy of the Website's August 28, 2024 amended Terms of Service.

9. Attached as **Exhibit 3** is a true and correct copy of the Annual Report, Form LLC-50.1 of Golden Gains, LLC that was filed with the Illinois Secretary of State, Department of Business Services, Limited Liability Division on May 1, 2024. Golden Gains, LLC is an Illinois incorporated limited liability company. The Manager of Golden Gains, LLC is Marek Dobrenko.

I declare under penalty of perjury under the laws of the United States and the State of New York that the foregoing is true and correct.

Executed on January 14, 2025 in New York, New York.

Victoria X. Zhou



CRAFTORIA

Craftoria

43K likes • 46K followers

Shop Now

Message

Like

Posts

About

Mentions

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Photos

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Intro

We have the best paint-by-numbers kits in the world 🌍



Page · Arts & Crafts Store



Kaizencure LLC

is responsible for this Page



support@craftoriastore.com



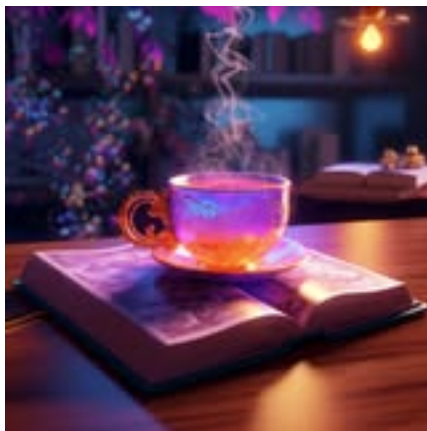
craftoria.com

Photos

See all photos



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Posts

Filters



Craftoria

June 11, 2023 · 🌐

Anime paint-by-number kits, coming soon 🎨🖌️



382

224 comments 18 shares

Like

Comment

Share

View more comments



Jaqueline Padilla Botello

Si son de México y tienen dudas de si llega o no llega... si llega!!! Se tarda, pero si llega 🤔

41w Like Reply See translation 38

View all 18 replies





Craftoria

June 11, 2023 · 🌐



Nothing like a warm beverage and a book in a cozy environment... [#art](#) [#painting](#)



243

58 comments 14 shares

Like

Comment

Share

View more comments



Maggie Jean

I ordered 3 & received them all today after about 2.5 weeks?! The paints all are full and fresh. I can't wait to start!



Susie Homstad

Maggie Jean Thankyou,wanted to hear from someone who had received merchandise.

47w

Like

Reply



Write a comment...





4



♥ JOIN 120,000+ HAPPY PAINTERS

≡ HOME SHOP ALL

ACCESSORIES

CRAFTORIA



SEARCH



CART (0)

GIFT CARDS CONTACT US

TERMS OF SERVICE

CRAFTORIA.COM TERMS OF SERVICE

Last Updated: August 28, 2024

1. YOUR ACCEPTANCE

Welcome to the Terms of Service for the website, www.craftoria.com ("Craftoria"). This is an agreement ("Agreement") between Golden Gains, LLC ("Golden Gains"), the owner and operator of the craftoria.com website (the "Site") and you ("you", "your" or "user(s)"), a user of the Site. Throughout this Agreement, the words "Craftoria," "us," "we," and "our," refer to our company, Golden Gains, LLC, as is appropriate in the context of the use of the words. By clicking "I agree" or accessing the Site you agree to be bound by this Agreement and the Privacy Policy. We may amend this Agreement at any time and may notify you if we do so. Please be aware that there are FORUM SELECTION AND CLASS ACTION PROVISIONS contained in this Agreement.

2. INFORMATION SUBMISSION

Portions of the Site may allow you to submit information to us. You must fully complete the information submission process by providing us with your current, complete, truthful, and accurate information as prompted by the applicable form.

3. CONTENT DISCLAIMER

Craftoria is an online platform that allows you to buy products through our website. The products include painting kits designed to facilitate painting pre-designed as well as custom images, which include various painting accessories to assist with the customer's painting experience. To use the services provided on the Site, you agree to purchase the products using the Site's Shopify plugin. You must also have a valid payment method, for use at the time of purchase. We do not make any representations of warranties with respect to any product or service sold on this Site or otherwise. You agree to the use of this Site at your own risk. Likewise, you agree that supplies and products purchased through this Site can cause harm; thus, you assume the risk associated with that harm and grant us a full liability release with respect to your usage of this Site, the products purchased on this Site, and the use of such products by you. We disclaim all implied warranties, including and not limited to implied warranties of merchantability and fitness for a particular reason. You agree that the Craftoria Content (defined in Section 4 herein) may be inaccurate, unsubstantiated, cause irreparable harm to your devices used for accessing this Site, or possibly even incorrect. You agree to release us from any liability that we may incur for making available any Craftoria Content. You further release us from any claims of damages that could arise from the use of the Site, including, but not limited to, indirect, direct, incidental, punitive, and consequential damages.

4. OWNERSHIP

The Site and any related services provided are owned and operated by Craftoria including all text, data, graphics, photographs, images, audio, video, trademarks, service marks, trade names, and other information, visual or other digital material, software (including source and object codes) and all other content or any description available on the Site or available via a link from the Site to a page created by Craftoria on another website (collectively, the "Craftoria Content"). The Craftoria Content is the sole property of Craftoria and/or its licensors. All Craftoria Content is protected by US and international copyright, trademark, service marks, patents, trade secrets, and other proprietary rights and laws. Use of the Craftoria Content for any purpose not expressly permitted in this Agreement or otherwise

consented to by Craftoria is prohibited. You may not otherwise copy, reproduce, perform, distribute, display, or create derivative works of the Craftoria Content.

5. PRODUCTS

The images displaying on the Site are for illustration purposes and may not reflect the final result of the Paint By Numbers kits. We have made every effort to display as accurately as possible the colors and images of our products that appear on the Site. We cannot guarantee that each painting kit corresponds perfectly to what you see on the Site or exactly to the display on a personal electronic device, computer monitor, or any printout, and you agree and acknowledge that the images displaying on the Site are for illustration purposes only. The maximum number of colors of paints used for every painting range from 24 to 48 unique colors, depending on the customer's order, which may limit the refinement of color display when comparing the painting kit to the display on a personal electronic device, computer monitor, or printout.

6. PRODUCT SAFETY

Material Safety Data Sheets ("MSDS") for Occupational Safety and Health Administration ("OSHA") defined hazardous substances are prepared and supplied by the manufacturers. Craftoria makes no warranties and expressly disclaims all liability to any customer or user with respect to the accuracy of the information or the suitability of the recommendations in any MSDS. The customer is solely responsible for any reliance on or use of any information, and for use or application of any product.

For European customers, manufacturers have supplied Craftoria with certifications from the EBO Certification Centre stating they are permitted to use the "CE" safety certification mark. Craftoria makes no warranties and expressly disclaims all liability to any customer or user with respect to the accuracy of the information or the suitability of the recommendations in any EBO certification. The customer is solely responsible for any reliance on or use of any information, and for use or application of any product.

7. PRIVACY

Please read Craftoria's Privacy Policy for more information regarding our collection and use of your information. The Craftoria Privacy Policy is integrated into this Agreement by reference and you must agree to all provisions of our Privacy Policy before using our Site. You are not required to create a user account when you use our Site; however, we may collect information from you when you submit an inquiry or comment through the Site.

8. SITE AVAILABILITY AND MODIFICATION

Although we attempt to provide continuous Site availability to you, we do not guarantee that the Site will always be available, work, or be accessible at any particular time. We reserve the right to alter, modify, update, or remove our Site at any time. We may conduct such modifications to our Site for security reasons, intellectual property, legal reasons, or various other reasons at our discretion; however, nothing in this section obligates us to take measures to update the Site for security, legal, or other reasons.

9. THIRD PARTY LINKS

The Site may contain links to third-party websites that are not owned or controlled by Craftoria. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites, including but not limited to TikTok. In addition, Craftoria will not and cannot censor or edit the content of any third-party site. By using the Site, you expressly relieve Craftoria from any and all liability arising from your use of any third-party website.

The Site now or in the future may partner with TikTok or other social media platforms that collect data from visitors to the Site. By continuing to use the Site, you consent that the social media platform(s) may collect your data. For more information on the information that the social media platform(s) collect, please refer to the relevant platforms' terms of service.

10. YOUR CONDUCT WHILE USING THE SITE

When accessing or using our Site, you are solely responsible for your actions, and you agree to abide by the following rules of conduct:

- You will not copy, distribute or disclose any part of the Site in any medium, including without limitation by any automated or non-automated “scraping;”
- You will not attempt to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Site;
- You will not use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Site or to extract or export data collected through the Site;
- You will not take any action that imposes, or may impose at our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
- You agree not to use the Site to stalk, harass, bully or harm another individual;
- You agree that you will not hold Craftoria responsible for your use of the Site;
- You agree not to violate any requirements, procedures, policies or regulations of networks connected to Craftoria;
- You agree not to interfere with or disrupt the Site;
- You agree to not violate any US federal laws, state laws, or local laws while using the Site; and
- You agree not to use the Site in any way that is misleading, unlawful, defamatory, obscene, invasive, threatening, or harassing.

If you are discovered to be undertaking any of the aforementioned actions, your privileges to use our Site may at our discretion be terminated or suspended. Generally, we will provide an explanation for any suspension or termination of your use of any of our Site, but Craftoria reserves the right to suspend or terminate your access at any time without notice or explanation.

11. USER CONTENT

A user’s ability to submit or transmit any information through the Site, including but not limited to text, information, photos, images, or any other information will be referred to as

“User Content” throughout this Agreement. All User Content you submit to the Site is owned by you. When you submit any User Content to us, you grant Craftoria, its partners, affiliates, users, representatives, and assigns a non-exclusive, limited, fully-paid, royalty-free, irrevocable, world-wide, universal, transferable, assignable license to display, distribute, store, broadcast, transmit, reproduce, modify, prepare derivative works, or use and reuse, all or any part of your User Content. Please be aware that we are not required to host, display, migrate, or distribute any of your User Content and we may refuse to accept or transmit any User Content. You agree that you are solely responsible for any User Content submitted and you release us from any liability associated with any User Content submitted. You understand that we cannot guarantee the absolute safety and security of any such User Content. Any User Content found to be in violation of this Agreement or that we determine to be harmful to the Site may be modified, edited, or removed at our discretion. Craftoria does not endorse and may not verify, monitor, or restrict any of its users or any User Content submitted. You agree that any User Content or any other information may be inaccurate, unsubstantiated, or possibly even incorrect.

12. LIMITATION OF LIABILITY; REPRESENTATIONS AND WARRANTIES

USE OF THIS SITE INCLUDING ANY CRAFTORIA CONTENT, IS AT YOUR EXCLUSIVE RISK, AND THE RISK OF INJURY FROM THE FOREGOING RESTS EXCLUSIVELY WITH YOU. THE SITE INCLUDING ANY CRAFTORIA CONTENT ARE PROVIDED “AS IS”, “AS AVAILABLE,” “WITH ALL FAULTS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, CRAFTORIA DOES NOT MAKE ANY WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS, ADEQUACY, OR SUITABILITY OF ANY CRAFTORIA CONTENT. CRAFTORIA DOES NOT WARRANT THAT THE SITE AND ANY CRAFTORIA CONTENT WILL BE: (1) UNINTERRUPTED OR ERROR FREE; (2) FREE FROM DEFECTS OR ERRORS; OR (3) FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE (INCLUDING OUR OFFICERS, DIRECTORS, AGENTS, AFFILIATES, AND EMPLOYEES) ARE NOT LIABLE, AND YOU AGREE NOT TO HOLD US RESPONSIBLE, FOR ANY DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, GOODWILL OR REPUTATION, OR OTHER INTANGIBLE LOSSES OR ANY SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES) RESULTING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CRAFTORIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, SO SUCH DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY TO YOU. IN THE EVENT THAT YOUR JURISDICTION DOES NOT ALLOW US TO EXCLUDE ALL LIABILITY, YOU AGREE THAT OUR TOTAL LIABILITY TO YOU WILL NOT EXCEED \$100 USD. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO NEW JERSEY USERS, OUR LIABILITY TO NEW JERSEY USERS IS THE MINIMUM AMOUNT REQUIRED UNDER NEW JERSEY STATE LAW. SPECIFICALLY, IN THOSE JURISDICTIONS NOT ALLOWED, WE DO NOT DISCLAIM LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY CRAFTORIA'S NEGLIGENCE OR THAT OF ANY OF ITS OFFICERS, EMPLOYEES OR AGENTS; (B) FRAUDULENT MISREPRESENTATION; OR (C) ANY LIABILITY WHICH IT IS NOT LAWFUL TO EXCLUDE EITHER NOW OR IN THE FUTURE.

13. RELEASE

IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE THEN THE FOLLOWING APPLIES. FOR EXAMPLE, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY WAIVE THIS SECTION OF THE CALIFORNIA CIVIL CODE. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE AFOREMENTIONED RELEASE. YOU

RELEASE US FROM ANY LIABILITY RELATING TO OUR SITE OR CRAFTORIA CONTENT, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST US. THIS RELEASE DOES NOT APPLY TO NEW JERSEY USERS.

14. INDEMNITY

You agree to defend, indemnify and hold harmless Craftoria, its officers, directors, employees, affiliates, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- Your use of any Craftoria Content;
- Your violation of any term of this Agreement; and
- Your use of the Site.

This defense and indemnification obligation will survive this Agreement. You also agree that you have a duty to defend us against such claims and we may require you to pay for an attorney(s) of our choice in such cases. You agree that this indemnity extends to requiring you to pay for our reasonable attorneys' fees, court costs, and disbursements. In the event of a claim such as one described in this paragraph, we may elect to settle with the party/parties making the claim and you shall be liable for the damages as though we had proceeded with a trial.

15. COPYRIGHTS

We take copyright infringement very seriously. If you live within the US or own any copyrighted material within the US and believe that your copyright has been infringed, please send us a message which contains:

- Your name.
- The name of the party whose copyright has been infringed, if different from your name.
- The name and description of the work that is being infringed.

- The location on our website of the infringing copy.
- A statement that you have a good faith belief that use of the copyrighted work described above is not authorized by the copyright owner (or by a third party who is legally entitled to do so on behalf of the copyright owner) and is not otherwise permitted by law.
- A statement that you swear, under penalty of perjury, that the information contained in this notification is accurate and that you are the copyright owner or have an exclusive right in law to bring infringement proceedings with respect to its use.

You must sign this notification and send it to our Copyright Agent: Copyright Agent of Craftoria, legal@craftoria.com.

16. CHOICE OF LAW

This Agreement shall be governed by the laws in force in the State of Illinois. The offer and acceptance of this contract is deemed to have occurred in the State of Illinois.

17. FORUM

Users irrevocably and unconditionally agree that it will not commence any action, litigation, or proceeding of any kind whatsoever against Craftoria in any way arising from or relating to these Terms of Service including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the Northern District of Illinois or, if such court does not have subject matter jurisdiction, the courts of the State of Illinois sitting in Cook County's First Municipal District, and any appellate court from any thereof. Users irrevocably and unconditionally submit to the exclusive jurisdiction of such courts and agree to bring any such action, litigation, or proceeding only in the Northern District of Illinois or, if such court does not have subject matter jurisdiction, the courts of the State of Illinois sitting in Cook County's First Municipal District. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

18. CLASS ACTION WAIVER

You and Craftoria agree that any proceedings to resolve or litigate any dispute whether through a court of law or arbitration shall be solely conducted on an individual basis.

You agree that you will not seek to have any dispute heard as a class action, representative action, collective action, or private attorney general action.

19. SEVERABILITY

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it.

If two or more provisions of this Agreement or any other agreement you may have with Craftoria are deemed to conflict with each other's operation, you agree that Craftoria shall have the sole right to elect which provision remains in force.

20. NON-WAIVER

We reserve all rights permitted to us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

21. SURVIVAL

All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability. You agree that we are not required to provide you with access to our Site and may terminate our Site or your access to the Site at any time and for any reason.

22. AGE

All users who access the Site must be 18 years of age or older.

23. SHIPPING

We strive to deliver purchased goods within 30 days of an order's processing. For more information concerning our Shipping Policy, [click here](#).

24. REFUNDS

We want to make our customers happy. To see our Refund Policy, [click here](#).

25. ORDER ACCEPTANCE POLICY

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. We reserve the right at any time after receipt of your order to accept or decline your order for any reason or to supply less than the quantity you ordered of any item.

26. ASSIGNMENT

You may not assign your rights and/or obligations under this Agreement to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to any other party at our discretion.

27. AMENDMENTS

We may amend this Agreement from time to time. When we amend this Agreement, we will update this page and indicate the date that it was last modified or we may email you. You may refuse to agree to the amendments, but if you do, you must immediately cease using our Site.

28. ELECTRONIC COMMUNICATIONS

The communications between you and Craftoria use electronic means, whether you visit the Site or send us e-mails, or whether we post notices on the Site or communicate with you via e-mail. For contractual purposes, you (1) consent to receive communications from Craftoria in an electronic form; and (2) agree that all terms, conditions, agreements, notices,

disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

29. CALIFORNIA USERS

Pursuant to California Civil Code Section 1789.3, any questions about pricing, complaints, or inquiries about Craftoria must be sent to our agent for notice at: support@craftoria.com. Lastly, California users are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

FREQUENTLY ASKED QUESTIONS

Are these kits suitable for adults with no painting experience?

Are there any kits available with bigger canvases for a more engaging experience?

What makes Craftoria's Modern Paint By Numbers unique?

Is doing a number painting a soothing pastime?

START YOUR CREATIVE JOURNEY TODAY

Craftoria invites you to embark on a creative journey with our Easy Paint By Numbers kits. Our kits provide everything you need to decorate your walls with personalized art, give a thoughtful present, or engage in a soothing pastime.



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CONTACT INFO

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United States (USD \$)

SPRINGFIELD, IL 62704

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DOBRENKO, MAREK
1 E. ERIE ST. STE. 525 PMB4436 CHICAGO, IL 60634

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